

**CY 2006 STATE/COUNTY CONTRACT  
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND  
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN  
the  
Department of Workforce Development  
and  
«County» County**

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BY AND BETWEEN  
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**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for the period of January 1, 2006, through December 31, 2006, by and between the Department of Workforce Development, hereinafter referred to as "Department," of the State of Wisconsin hereinafter referred to as "State", and the County Board of Supervisors of and its designated Child Support Agency under Wis. Stat. s. 59.53 (5), hereinafter referred to as CSA.

**WHEREAS**, the Department and the CSA are directed by Wisconsin Statutes section 59.53(5) to enter into a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wis. Stat. s. 49.22; and;

**NOW, THEREFORE**, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the CSA agree as follows:

- 1. Definitions.** The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:
  - 1.1 Contract Addendum.** An addition to the main Contract which is attached after both parties have signed the Contract. An addendum does require the signature of both parties or their designees.
  - 1.2 Contract Appendix.** An addition to the main body of the Contract which is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.
  - 1.3 Contract Manager.** The contact person for each of the parties. The Department's Contract Manager is the official contact with the CSA and is responsible for enforcing provisions of the Contract including fiscal and programmatic, and assuring that the provisions are carried out by the CSA.
  - 1.4 Contract Supplement.** A signed memorandum from the Department which notifies the CSA of increases to funding or time extensions in the Contract. A Contract Supplement requires the signature of the Department but does not require the signature of the CSA.
  - 1.5 CSA Attorney** means the attorney under Wis. STAT. 59.53 (6) employed by or contracted by the county board to provide support enforcement services specified under this contract on behalf of the State Department of Workforce Development.
  - 1.6 IV-D Program.** The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300, Wis. Stat. s. 49.22 and Wis. Stat. s. 59.53 (5).

**1.7 Policy Advisory Committee (PAC).** The Child Support Policy Advisory Committee is a group established in accordance with the Department's Policies and Procedures, made up largely of Child Support Agency (CSA) directors to provide input to the Division of Workforce Solutions (DWS) Administrator on matters relating to child support.

**1.8 "Parties"** means the Department of Workforce Development ("Department") and CSA collectively.

**1.9 "Participant"** means a IV-D case participant, including an individual that is listed as a case member in an open IV-D child support case.

**1.10 Single Statewide Point of Contact.** The Child Support Policy Advisory Committee (PAC) shall serve as the Single Statewide Point of Contact under this Contract to advise DWS management on issues related to implementation of programs and services under this Contract.

**1.11 State Disbursement Unit (SDU)** is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Wisconsin Support Collections Trust Fund (WI SCTF) located in Milwaukee. The State of Wisconsin is currently with a private vendor, ACS State and Local Solutions, Inc. for SDU operations.

**2. Appointment of Contract Manager.** Each of the parties shall have a Contract Manager. The Department's Contract Manager is the Child Support Regional Administrator. The CSA Contract Manager is the individual responsible for managing the CSA as designated by the County Board.

**3. CSA's Duties and Responsibilities.** The CSA shall:

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Contract with respect to the Child and Spousal Support and Establishment of Paternity and Medical Support Liability programs provided for by Title IV of the federal Social Security Act, in accordance with the language of Wis.Stat. s. 59.53(5) and other state and federal statutes, state administrative rules, federal regulations and controlling court cases in effect during the term of this Contract. The CSA agrees that the functions performed and services provided or purchased by the CSA, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the DWS Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support (BCS) Memo Series, the Bureau of Child Support Letters Series, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, the BCS Workweb, the Central Office Reporting (CORe) instructions, state and federally approved corrective action plans, fiscal audits and fact sheets as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.2 Provide Services.** Provide all appropriate child, spousal and medical support services, and paternity establishment services to all cases participating in public assistance programs under Wis. Stat. s. 49.145, Wis. Stat. s. 49.19, and Wis. Stat. s. 49.45 including Kinship Care (Wis. Stat. s. 48.57(3m)), Relief Block Grants (Wis. Stat. s. 49.02), FoodShare (Wis. Stat. s. 49.124), Wisconsin Works (Wis. Stat. s. 49.141), Work Experience for Non-custodial Parents (Wis. Stat. s. 49.36), Medical Assistance Wis. Stat. s.49.45 and to all cases involving individuals in which application is made.

Child and spousal support and paternity establishment services include but are not limited to case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable child and spousal support obligations, enforcement of payment of child and spousal support obligations, and/or establishment and enforcement of medical support obligations. Establishment and enforcement of medical support obligations includes (1) the establishment of appropriate orders for health insurance coverage provided by parents and enforcement of said orders and (2) the establishment and enforcement of appropriate orders to recover birth costs.

**3.2.1 Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants, including those inquiries related to centralized child support services. The CSA shall respond to participant inquiries and complaints referred from the Department according to the standards established in the CSA's customer service and complaint resolution plans.

**3.2.2 Establish Administrative Complaint/Fact Finding Process.** In accordance with 45 CFR 303.35 and Admin Rule DWD15 Child Support Cooperation for W-2, establish an Administrative Complaint Process to respond to participant complaints, and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

**3.3 Hold Harmless.** If the CSA is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the CSA complies with the Department's decision, the CSA shall be held harmless from claims by the Department relating to such a conflict.

In the event of a lawsuit challenging the validity of child support enforcement statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party shall be responsible for matters within the party's authority and control.

**3.4 Cooperative Agreements.** Establish and maintain written cooperative agreements between the CSA and other county officials who have a statutory obligation pursuant to Wis. Stat. s. 59.53(5), to cooperate with the Department and agency as necessary to provide services required under the IV-D Program in compliance with this Contract.

By CY 2006, use the standard cooperative agreement developed in cooperation with WCSEA to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 CFR 107.

Administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the agreement is signed and for subsequent calendar quarters covered by the agreement. If no signed cooperative agreement is in place for a calendar quarter, no Federal reimbursement is available for that calendar quarter.

**3.4.1 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D CSA records. Support enforcement services which may be purchased are those for which federal financial participation (FFP) is available under the IV-D regulations.

**3.5 Notification of DWD Legal Counsel.** The CSA or the CSA attorney as defined in s. 59.53 (6), Wis. Stats. shall notify the DWD legal counsel in a timely manner of any IV-D case that is appealed to the Court of Appeals or the Supreme Court.

**3.6 Internet Access.** Have and maintain access to the Internet for all of the CSA caseworkers.

**3.7 Provide Information.** Provide any information requested for federal program reviews and audits.

**3.8 Information Technology Security.** Provide for information technology security in accordance with the Department's policies and procedures.

**3.8.1 CSA Security Officer.** Designate an employee as Functional CSA Security Liaison or Backup County Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

**3.8.2 Security Manual.** Adhere to the Department's policies and procedures as provided in the Security Manual.

**3.8.3 IRS Data.** Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103, and IRC 7213).

**3.9 Cooperation with Other Agencies.** Agree that the CSA will cooperate with county and tribal Economic Support agencies, Wisconsin Works agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the Child Support program.

**3.10 Kids Information Data System (KIDS).** Agree to cooperate with the operation of KIDS as agreed upon by the Department and the CSA. The CSA and Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and state users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

**3.10.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment in the physical location installed by the state unless prior approval is given. In accordance with Administrator's Memos, any costs incurred by the CSA as a result of Department approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.

**3.10.2 No Alteration of Software.** Agree that neither CSA or other county staff nor persons working under contract for the CSA will alter state provided software installed on child support automation equipment or add software programs which will adversely affect child support automation in the CSA.

**3.10.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the CSA Security Officer for purposes of program administration and shall specifically limit such access in each cooperative agreement.

**3.10.4 Prior Approval to Install.** Obtain approval from the Department prior to the purchase or installation of automation equipment and software to be utilized on the Department administered computer systems, in accordance with the Department policies and procedures.

**3.11 Cost-Sharing Allocation Plan.** Reimburse the Department under an approved cost-sharing allocation plan if automation equipment, software or services are used for any purpose or program other than child support enforcement or program administration.

**3.12 Maintain KIDS Financial Records.** Be responsible to maintain and update KIDS financial information, including the following:

**3.12.1 Enter Court Order and Balance Information.** Enter court order information and account balance information in a timely manner and make appropriate adjusting entries, as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

**3.12.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the Department's policies and procedures.

**3.13 Failure To Maintain KIDS Financial Records.** The CSA shall be responsible for court -ordered reimbursement for the parties when the reimbursement is caused by the failure of the CSA to maintain proper KIDS financial records.

**3.14 Reimbursement for Failure to Follow Policy.** The CSA shall be responsible for reimbursement to the parties when the reimbursement is caused solely by the failure of the CSA to follow State statute, DWD written policy directives or published IV-D directives that are appropriately and timely communicated to the CSA by the Department. In the event of a dispute, the CSA may follow the procedures under Sections 13 Disputes and 14 Hearings.

**3.15 Collections, Receipts and Disbursements.** Pursuant to BCS policy, (1) redirect all child support payments to the WI S C T F; (2) forward any child support or other-related payments received by the county to the Support Collections Trust Fund for receipting into KIDS within 24 hours; (3) permit the State Disbursement Unit to receipt and deposit collections made payable to the county; (4) collect the Parent Locator Service fee under 45 CFR 303.70 and any other fees authorized by the Department.

**3.16 Correspondence Liaison.** Assist the Department in providing a timely response to program participant correspondence by designating the CSA director or an individual designated by the director as the correspondence liaison.

**3.17 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS.

**3.17.1 Cooperating Agencies and Compliance with Regulations.** Ensure that cooperating agencies have available all information necessary to perform the task under the cooperative agreement. The CSA will include in the agreement language that addresses compliance with state and federal confidentiality regulations. This language shall specify that the cooperating CSA will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D program. CSA and/or county security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate Functional CSA Security Liaison and Backup County Security Officer or County Security Officer before state security staff will process the request.

**3.17.2 Others Requesting KIDS Access and Compliance with Regulations.** In the event that other individuals request access to the KIDS system through the CSA, the CSA shall recommend and grant access only for the purpose of administration of the IV-D Program. The CSA will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the Department prior to the Department granting such access. The agreements will address compliance with relevant state and federal confidentiality regulations specifying that the individuals granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the Child Support Program. CSA and/or County Security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate county CSA security officer or backup security officer before state security staff will process the request.

**4. Department's Duties and Responsibilities.** The Department shall:

**4.1 General Requirements.** Perform the duties and responsibilities specified in this Contract in accordance with the state and federal statutes, state administrative rules, federal regulations and controlling court cases, in effect during the term of this Contract.

**4.2 Administrator's Memos/Child Support Bulletins.** Maintain an index listing of all the Administrator's Memos, BCS Letters, and Child Support Bulletins released during the contract year that apply to the Child Support Program.

**4.3 Policy Directives.** Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Enforcement of Paternity Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes, federal regulations, state administrative rules, and controlling court case(s) in new policy directives. Such citations shall be incorporated in the Child Support Manuals. Provide notification of new requirements within 30 days of enactment.

**4.3.1 New Initiatives or Programs.** Develop a contract addendum negotiated and executed under separate cover for any new initiatives or programs other than those specifically mandated by federal or state laws, rules or regulations.

**4.3.2 Reasonable Time Period to Implement.** Allow the CSA a reasonable time period in which to fully implement Department directives. Department directives which are the result of changes in federal or state laws, rules and regulations or court actions may be implemented by the Department in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.

**4.3.3 Extension of Time Period to Implement.** Allow the CSA to request an extension of the time period for implementing program requirements which have a significant impact on the CSA and are not mandated by state or federal law or court order. The CSA may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.

**4.4 Policy Change.** If, after the beginning of the Contract period, the Department proposes a change to the requirements in the functions performed and services provided or purchased by the CSA which is not the result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the CSA, using the PAC, will have 30 days to comment to the Department on the fiscal impact of the change before the requirement takes effect. The PAC may request an extension of the comment period of up to 15 days. The Department shall consider the fiscal impact on the CSA before implementing the change in requirements. It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the CSA.

**4.5 Advanced Manual Releases.** Distribute an advance copy of the Wisconsin Child Support Policy and Program Administration Manual releases to the Wisconsin Child Support Enforcement Association (WCSEA) Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws or statutes or the issuance of the regulations.

**4.6 Memo for Statewide Point of Contact.** Issue an Administrator's Memo designating the Single Statewide Point of Contact referenced in Section 1.9 of this Contract. The memo will also address the scope of responsibility for review of material by the Single Statewide Point of Contact.

**4.7 Monitoring.** Monitor the CSA responsibilities as defined in this Contract, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action.

**4.8 Consultation and Assistance.** Provide consultation and technical assistance on the child support program to CSA's.

**4.9 Comprehensive Training.** Provide comprehensive statewide training for CSA personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child Support training and curriculum shall be made available to CSA's upon request. Provision of classroom training and onsite training is subject to BCS budget limitations.

**4.10 Information to the Public.** Provide the public with information on the Child and Spousal Support Program.

**4.11 Standard Cooperative Agreements.** Use the standard cooperative agreements which conform to state and federal laws.

**4.12 Central Registry.** Provide Central Registry services to agencies.

**4.13 KIDS Maintenance.** Ensure ongoing maintenance of KIDS.

**4.14 KIDS Enhancement.** Responsible to modify and enhance the KIDS system to meet federal program requirements and to ensure that the KIDS system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS.

**4.14.1 Child Support Customer Area Advisory Group (CSCA).** The Department shall establish the CSCA with four CSA representatives from four different agencies, appointed by the Wisconsin Child Support Enforcement Association (WCSEA). At least one of the appointed representatives shall have KIDS financial expertise.

**4.15 Ownership of Software.** Retain all ownership rights in any state owned software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

**4.16 Delegation of Authority.** Delegate to Agency support enforcement attorneys, as defined in Wis. Stat. s. 59.53(6), its authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the Agency in preparation of appeals, upon request.

**4.17 Provide Direct Technical Assistance to Agencies.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.

**4.18 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participant and KIDS records.

**4.19 Tax Intercept.** The Department shall certify arrears for tax intercept and other certifiable debts using KIDS account balances as well as receive, distribute, and disburse tax intercept funds centrally through KIDS, and make information available in KIDS and other reports.

**4.19.1 Guardian Ad Litem Debts.** Pursuant to Wis. Stat. s. 71.935, on behalf of the county, certify guardian ad litem debts owed to the county to the Department of Revenue tax refund offset program in accordance with tax certification policies established by the Department.

**4.20 State Disbursement Unit (SDU) Advisory Group.** The Department shall designate a SDU Advisory Group. The Advisory Group shall include up to seven (7) CSA representatives, the regional administrators and other BCS staff and representatives from the Trust Fund. The Advisory Group shall be coordinated by a DWS staff member.

**4.21 New Hire Reporting.** Ensure employer compliance with the reporting requirements under DWD Rule 43 (New Hire Reporting). The Department will appoint members to a New Hire Workgroup that will consult with members from the child support agencies appointed by the President of the Wisconsin Child Support Enforcement Association (WCSEA) to create strategies by which the goals of New Hire Reporting may be achieved.

## **5. Procurement.**

**5.1 Equipment.** The CSA may purchase and install equipment in accordance with the Department's policies and procedures. The CSA shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The CSA shall keep all state owned automation equipment that is located in the CSA in a secure place and compensate the Department for any theft, damage, or other loss of equipment if the Department's prescribed security precautions have not been met.

## **6. Allocations.**

**6.1 Administrative Funds.** The Department shall generate to the CSA administrative cost advances for the first two months of the contract period based on one-tenth of the total sixty-six percent (66%) match to the allocation or load amount, whichever is lower, as shown in Exhibit 1. The CSA will be given an opportunity to submit written justification to support an increase or decrease to the proposed administrative advances for the first two months of the contract period. The total of the administrative advances is based upon actual direct and indirect costs reimbursed with federal pass through dollars at the applicable federal financial participation (FFP) rate.

**6.2 Standards of Performance and Performance Based Allocation.** Pursuant to Admin Rule DWD 44 and Wis. Stat. s. 49.24, the Department shall specify standards of performance and budget an allocation to the CSA as its proportionate share of dollars for performance based funding as identified in the applicable Administrator's Memo. The Department shall distribute the total available incentive funding under Wis. Stat. s. 49.24, to counties and eligible tribes.

**6.3 Federal Incentive for Recovery of Medical Assistance Payments.** The Department shall pay the CSA the 15 percent federal incentive rate earned for the recovery of Medical Assistance payments under the Medical Support Liability program. The 15 percent rate may be increased or decreased during the term of this Contract to reflect any applicable changes in federal law. Payment shall be made on the same schedule as administrative reimbursement.

## **7. Fees.** Fees for Federal Parent Locator Service (FPLS), Intercept of Unemployment Insurance and Vital Records services will be charged to agencies as follows:

**7.1 Federal Parent Locator Services.** Agencies shall be charged back FPLS fees as follows: the CSA's percentage of the statewide total allocation for Performance Based as shown in the CY 2004 allocations Administrator's Memo multiplied by the total amount of the FPLS fees charged to the Department by the federal Office of Child Support Enforcement.

**7.2 Intercept of Unemployment Insurance.** Agencies shall be charged back Unemployment Insurance intercept fees as follows: the CSA's percentage of the statewide total allocation for Performance Based as shown in the CY 2004 allocations Administrator's Memo multiplied by the total amount of the Unemployment Insurance intercept costs charged.

**7.3 Vital Records Fees to Update Birth Records.** Each CSA shall be charged back the actual amount of Vital Records fees attributable to that CSA based on information provided on the Bureau of Vital Records invoice forms paid by BCS.

**8. Funding Change.** Except as provided in Section 15.7.3 and 15.8, the CSA agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stat. and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the CSA's obligation to fund and provide such service programs under this Contract is suspended.

**8.1 Additional Funding.** The Department shall work with the CSA through the PAC to provide notice of any additional funding available to the CSA prior to its effective date. In the event that it is not possible to provide notification prior to the effective date, and to the extent allowed by law, the time period will be extended to provide the CSA the maximum period for use of the funds.

**9. Payment.** Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the CSA for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the CSA of all responsibilities identified in this Contract, and in accordance with state and federal laws; (b) authorization of Wisconsin and federal laws and availability of federal funds; (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units; and (d) in addition to the provisions of Section 9.7, the Department may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

**9.1 Advance Payments.** The Department shall make advance payments of federal and state funds based upon the following schedule:

Payments for January and February shall be made on the fifth of each of those months in amounts based on one-tenth of the allocation or load amount, whichever is lower, as shown in Exhibit 1 and as specified in this Section. The corresponding 66% federal administrative advance will be paid in the same way. A report will accompany each monthly payment made under this Contract identifying which portion of the payment is attributable to Exhibit 1.

**9.2 Recovery of Advance Payments.** Payments for October, November and December expenses will be adjusted as follows:

**9.2.1 October 2006 Expenses.** October 2006 expenses reported in November will be adjusted against one-half of the outstanding payments (which were issued in January and February 2006) when the reimbursement for October actual expenses is made.

**9.2.2 November 2006 Expenses.** November 2006 expenses reported in December 2006 will be adjusted against one-half of the outstanding payments (which were issued in January and February 2006) when the reimbursement for November actual expenses is made.

**9.2.3 December 2006 Expenses.** December 2006 expenses reported in January 2007 will be adjusted against the balance of any outstanding payments (which were received in January and February 2006) when the reimbursement for December actual expenses is made.

**9.3 Reimbursement Claims.** If the expenditure report is received on or before the 23rd day of the month following the report month, the deposit to the CSA's account will be made by the Department by the last day of the month.

**9.4 Total Net Reimbursement.** Total net reimbursement to the CSA for allowable expenses shall not exceed the contracted amounts specified in Exhibit 1 of this Contract as adjusted by the terms and conditions of Contract exhibits, attachments and addenda less any expenditures owed the Department under this or other departments and CSA contracts.

**9.5 Final Reimbursement Claims.** The CSA shall submit all claims for reimbursement under this Contract to the Department within 90 days of the end of the Contract period, and the Department shall make final payment within seven months of the end of the Contract period. The Department may grant an exception to the 90-day timeframe.

**9.6 Additional Claims Related to the Single Audit.** Claims for allowable costs not reported within 90 days of the end of the Contract period or within the extended period if an extension is granted will be submitted for federal reimbursement if (a) the costs are identified as a finding in the CSA Single Audit, and (b) the CSA's Single Audit report is received within the mandated timeframes. Any federal reimbursement received will be passed on to the CSA as a part of the audit resolution process. The Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The CSA may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.

**9.7 Payment Adjustments.** The Department may increase or decrease or delay the monthly payment under one of the following conditions. The parties shall negotiate the timing and payment schedule of any adjustments under Sections 9.8 and 9.9. The Department will only withhold funds of a CSA which is in non-compliance with Contract or program requirements. Agencies which are in compliance will be paid the amounts due.

**9.7.1 Untimely Expenditure Report.** If the CSA does not give the Department the required expenditure report by the due date and the Department caused the delay, this provision is waived. Should there be extenuating circumstances which prevent the CSA from sending a report, it is the responsibility of the CSA to see that the Department is properly notified prior to the due date of the report.

**9.7.2 Functions Performed Do Not Meet Requirements.** The Department determines that the functions performed by the CSA do not meet state or federal statutes and requirements following an opportunity for corrective action as described in Section 9.7.2.1.

**9.7.2.1 Corrective Action.** The Department will notify the CSA of items that require corrective action and the need for the CSA to develop and submit a Corrective Action Plan. The response must be submitted within 10 days of the date of the notice under this section, unless the Department approves an extension. A failure by the CSA to submit a timely and approvable Corrective Action Plan or a failure by the CSA to fully implement the Department-approved Corrective Action Plan shall result in a payment reduction to be determined by the Department.

**9.7.3 Payments Made to the CSA when the Contract was Not Fully Expended.** The CSA does not refund monies that the Department paid to the CSA pursuant to the beginning of the new Contract period between the Department and the CSA and that the CSA has not spent or encumbered by the end of the Contract period.

**9.7.4 Payment Adjustments after the End of the Contract Period.** Within 90 days of the end of the Contract period, the CSA will inform the Department that it will refund to the Department within 120 days of the end of the Contract period, any funds received pursuant to this Contract that are unspent or unencumbered prior to the end of the Contract period. If the CSA does not provide a refund check, the Department will adjust funds under Section 9.7 as part of the Contract year reconciliation process.

## **9.8 Audit Adjustments.**

**9.8.1 Audit Adjustment Determination.** The Department determines, pursuant to an audit under Section 11, that there is an error in the CSA's fiscal and service records for this Contract or previous Contracts and the Department submits the draft audit report of the error to the CSA within 30 months of the expiration of the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the CSA before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the CSA's request.

**9.8.2 Advance Notice.** The Department shall provide 30 days advance notice to the CSA when an increase, decrease or delay in payment will be made pursuant to Section 9.7. The Department will schedule a conference to resolve the issue which gave rise to the notice before the imposition of the decrease or delay. The CSA may pursue its right to appeal the Department's decision as provided by Section 13 and 14 of this Contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.

**9.9 Reconciliation with County Clerk's Records or Designated County Comptroller's Office Records.** A reconciliation should be performed between expenditures and revenues recorded at the county's office and those on the County Clerk's or designated county comptrollers office expenditures accounts together with any journal entries. It is advisable to obtain copies of the County Clerk's or designated county comptroller's office expenditure and revenue accounts pertaining to the CSA to perform this reconciliation. A work sheet shall be prepared at year-end showing the final reconciled balances and adjustment made by the CSA. If a reconciliation has not been completed at the time the Department completes its audit, the Department will conduct a reconciliation at the expense of the CSA.

## **10. Records, Reporting, Monitoring and Security.**

**10.1 Record Keeping Requirements.** At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after the beginning of the Contract period, the Department shall provide the CSA with written notice of such a proposed reporting or record keeping requirement and allow the CSA an opportunity to review and comment on such a requirement. The CSA may comment on its own behalf or use a Single Point of Contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the CSA prior to implementing such record keeping and reporting requirements.

**10.2 Records Maintenance.** The CSA shall maintain such fiscal records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

The CSA shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, are subject to manual provisions allowing destruction of records. The CSA shall furnish such reports and documents to the Department in the format and according to the schedules, as the Department requires. These reports must be in compliance with Department reporting instructions. The Department shall evaluate and monitor compliance with reporting instructions.

**10.3 Records Availability.** All records maintained by the CSA pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the CSA at least five working days written notice unless the CSA consents to a shorter time frame. The Department shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the CSA.

**10.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Contract shall be construed to limit, modify or extinguish any federal or state CSA's legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the CSA or to modify or limit the CSA's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

## **11. Annual Audit.**

### **11.1 Single Audit Requirement.**

**11.1.1 Hiring an Independent Auditor.** The CSA shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133 (Revised 8/98 or its replacement), Department of Administration Audit Guide and audit guidelines established and provided by the Department. The audit shall be completed and a report submitted to the CSA no later than nine (9) months after the end of the CSA's fiscal year unless an extension is granted by the cognizant state CSA for the audit (Department of Health and Family Services). The CSA shall incorporate by reference in the engagement letter (Contract with the independent auditor), OMB Circular No. A-133 and any federal and state audit guidelines.

**11.1.2 Technical Assistance.** The Department agrees to provide technical assistance to the CSA that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

**11.1.3 Submitting the Single Audit Report.** The CSA agrees to provide to the Department one copy of the resultant audit report including the management letter and any supporting documentation required by the Department within 30 days after acceptance by the CSA and no longer than nine (9) months after the end of the CSA's fiscal year unless an extension is granted by the cognizant state CSA for the audit (Department of Health and Family Services). The audit report shall be made up of at least the following based on OMB Circular No. A-133: (a) the auditor's report on financial statements; (b) a schedule of federal and state assistance; (c) the financial statements; and (d) a schedule of federal and state grants by program including program disbursements; program revenues; net variance to be resolved; the auditor's report on the study and evaluation of internal control systems; the auditor's report on compliance including the specific identification of questioned costs, audit adjustments, audit exceptions and the management letter.

### **11.2 Department Reviews.**

**11.2.1 Financial and Compliance Review.** In the event that the Department conducts a financial and compliance review, it will include the examination of records maintained by the CSA. The review shall be conducted in accordance with the Department procedures. This review will not supplant the requirement to conduct a single audit of the CSA.

**11.2.2 Review Scheduling.** The Department shall schedule a mutually acceptable entrance date with the CSA with at least a thirty (30) day advance notice or an earlier date, upon agreement. The Department shall provide the CSA with advance written notice stating the purpose and scope of the review.

**11.2.3 Review Report.** The Department agrees to provide the CSA with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

**11.2.4 Draft Review Report.** The Department agrees to complete a draft review of the CSA within 24 months of the expiration date of the Contract year to be reviewed. The time limit for submitting a draft review report to the CSA may be extended by mutual agreement.

**11.2.5 Independent Financial and Compliance Review.** The Department reserves the right to conduct an independent financial and compliance review of the CSA if the CSA fails to secure a Single Audit covering all Department funds. In the event that the CSA fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the CSA.

**11.2.6 Additional Review Resulting From the Loss of Federal Funds.** The Department may conduct an additional review if a CSA action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

**11.2.7 Audit Resolution.** The Department will initiate resolution of findings with the CSA pursuant to Audit Resolution policies developed by the Department. Nothing in this Section shall be construed to govern the acceptance or guidance of the CSA by any state agency other than the Department of Workforce Development.

### **11.3 Audit Disallowance.**

**11.3.1 CSA Liability.** The CSA shall be liable for the entire amount of the audit adjustment attributed to the CSA. The actual amount of a disallowance against the CSA shall be determined through the Department's Audit Disallowance policy as stated in the Department's Financial Management Manual.

**11.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the CSA unless it is based upon a specific policy which was: (a) effective during the time period which is being audited, and (b) communicated to the CSA department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 days after the date the CSA receives written notice of the requirement. This 60 day hold-harmless period may be extended by the Department upon CSA proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the CSA's responsibility to implement policies by their effective dates.

**12. Administrative Review.** The CSA shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this Contract if both of the following occur: the Department and the CSA disagree about the interpretation of any provision of this Contract; and the disagreement concerns one of the following: (a) reconciliation of claims and reimbursements (review is through departmental conference); (b) any audit of the CSA as described in this Contract (review is through the audit resolution policy); (c) any audit resolution process (review is through the audit resolution policy; or, (d) any federal audit of the CSA or the Department (review is through the Administrator's Memo Series).

**13. Disputes.** The CSA's method of resolving any dispute or controversy arising out of or relating to this Contract shall be the complaint process provided in this section. The CSA may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development Chief Legal Counsel, P.O. Box 7946, Madison, Wisconsin 53707-7946. At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the Child Support Policy Advisory Committee (with notice to the Chief Legal Counsel) for its next regularly scheduled meeting. If the complaint is not filed with the Child Support Policy Advisory Committee, the Chief Legal Counsel shall respond in writing within ten business days. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond within ten business days of receipt of the Policy Advisory Committee's recommendation. Time periods may be extended by agreement of the Department and the CSA. If either the CSA or the Department's Contract Manager is not satisfied with the response, either the CSA or the Department's Contract Manager may request a review of the decision using the process in Section 14.

**14. Hearings.** If the Department and the CSA disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 13 above and a substantial interest of the CSA is injured by an action of the Department, the CSA shall then be entitled to a hearing before the Wisconsin Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply: (a) the Department shall schedule a hearing within 60 days (including weekends and holidays) of receipt of the appeal request; (b) both the CSA and the Department shall be entitled to one 30-day (including weekends and holidays) continuance of the hearing upon written notification to the other party and to the Wisconsin Division of Hearings and Appeals; (c) the hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and (d) either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both parties to file written arguments before a final decision is issued.

## **15. General Provisions.**

**15.1 Civil Rights Compliance Plan.** The CSA shall have in place a current Civil Rights Compliance Plan ("CRC Plan") or letter of assurance in accordance with Department requirements covering the period of this Contract.

**15.2 Non-Discrimination Policy.** In connection with the performance of work under this Contract, the CSA agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use or non-use of lawful products off the employer's premises during non-work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the CSA further agrees to take affirmative action to ensure equal employment opportunities. The CSA agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division's Equal Opportunity Officer setting forth the provisions of this non-discrimination policy.

**15.3 Equal Opportunity in Service Delivery and Employment.** The CSA agrees that the CSA, its Service Providers and their subcontractors will comply with instructions for and requirements of the current version of the Department of Workforce Development Civil Rights Compliance Plan for Counties and Other Municipalities (DWD CRC Plan).

**15.3.1 Compliance of Subcontractors.** Requirements herein stated apply to any subcontracts. The CSA has primary responsibility to take constructive steps, as per the DWD CRC Plan instructions and requirements, to ensure compliance of subcontractors. As part of this responsibility, the CSA will require its subcontractors to develop and submit for approval a Civil Rights Compliance Plan. Where the Department has a direct Contract with a community CSA or vendor, the CSA need not obtain a Subcontractor Civil Rights Compliance Plan or monitor that CSA or vendor.

**15.3.2 Monitoring the CSA's Compliance.** The Department will monitor the Civil Rights Compliance of the CSA and will review that the CSA is ensuring compliance of its subcontractors with the instructions and requirements of the DWD CRC Plan. The CSA agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the CSA, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures, through a Department determined monitoring schedule and/or to address immediate concerns of complainants.

**15.3.3 CSA Cooperation.** The CSA agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

**15.4 Debarment Certification.** In conformance with federal law, the authorized CSA representative must review, sign and return the Certificate Regarding Debarment and Suspension form. (Attachment C)

**15.5 Lobbying Certification.** In conformance with federal law, the authorized CSA representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

**15.6 Pro-Children Act.** Since a portion of the funds under this Contract includes federal funds, the CSA agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

## **15.7 Provisions of Services and Programs.**

**15.7.1 Funding Limitations.** Except as provided in state and federal statutes, the CSA shall perform the functions and provide the services within the limits of State and CSA appropriations used to match State and federal funds.

**15.7.2 CSA Funding.** Nothing in this Contract shall be construed to require the expenditure of CSA funds, except as specifically provided herein and authorized by the CSA board.

**15.7.3 Lawful Power and Duties.** Nothing contained in this Contract shall be construed to supersede the lawful power or duties of the CSA. The CSA shall carry out its responsibilities under the sections of this Contract through its appropriate CSA departments.

**15.8 Conditions on the Parties' Obligations.** This Contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.

**15.9 Entire Agreement.** It is understood and agreed that the entire Contract between the parties is contained herein, and includes the Attachments and Exhibit 1 incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations; either oral or written, between the parties relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the Department and the County have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
County Executive, Board Chairperson, or Designee  
Authorization attached if designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bill Clingan, Administrator  
Division of Workforce Solutions  
Department of Workforce Development

\_\_\_\_\_  
Date

**NOTE: A County Board resolution must be attached authorizing and naming a designee if the Contract is not signed by the Executive or Chairperson of the county.**

LOG # 2xxx

**CHILD SUPPORT ALLOCATIONS**

County: «County» Child Support Agency	Agency #: «Agency_»
	Contract Period: 01/01/05-12/31/05

Line Code Name	Contract Line Code*	State Allocation	Projected Federal Share (66%)
Court Order 80%- Performance Measure 1		\$«Measure1»	
Paternity 90%- Performance Measure 2		\$«Measure2»	
Current Support 80%- Performance Measure 3		\$«Measure3»	
Arrears 80%- Performance Measure 4		\$«Measure4»	
<b>Total Performance Based</b>	<b>7495</b>	<b>\$«M_7495Total»</b>	
<b>Total Projected Federal Share (66%)</b>			<b>\$«FedTotal»</b>
Medical Support Liability Incentive October 04 through September 2005	<b>7333</b>	<b>\$«M_7333Total»</b>	

**\*NOTE: These are contract Line Codes, not reporting Line Codes.**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Date: \_\_\_\_\_

For: \_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Title of Program

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

ATTACHMENT B  
Approved by OMB  
0348-0046  
(Reproduced by DWD/DWS/BDS)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post award	<b>3. Report Type:</b> a. initial filing b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  Prime _____ Subawardee _____ Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):	<b>10. b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11. Amount of Payment</b> (check all that apply):  \$ _____ actual _____ planned _____	<b>13. Type of Payment</b> (check all that apply):  a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
<b>12. Form of Payment</b> (check all that apply):  a. cash b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> Yes _____ No _____		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Tele. No.:</b> _____ <b>Date:</b> _____	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

0348-0046  
(cont.)

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL,

## DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT C

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of official authorized to sign)